

No. 14519

United States
Court of Appeals
for the Ninth Circuit

WILLIE STANTON and MILDRED C.
STANTON, Appellants,

vs.

UNITED STATES OF AMERICA,
Appellee.

Transcript of Record

Appeal from the District Court for the District of Alaska,
Fourth Division

FILED

FEB 15 1955

PAUL P. O'BRIEN,
CLERK

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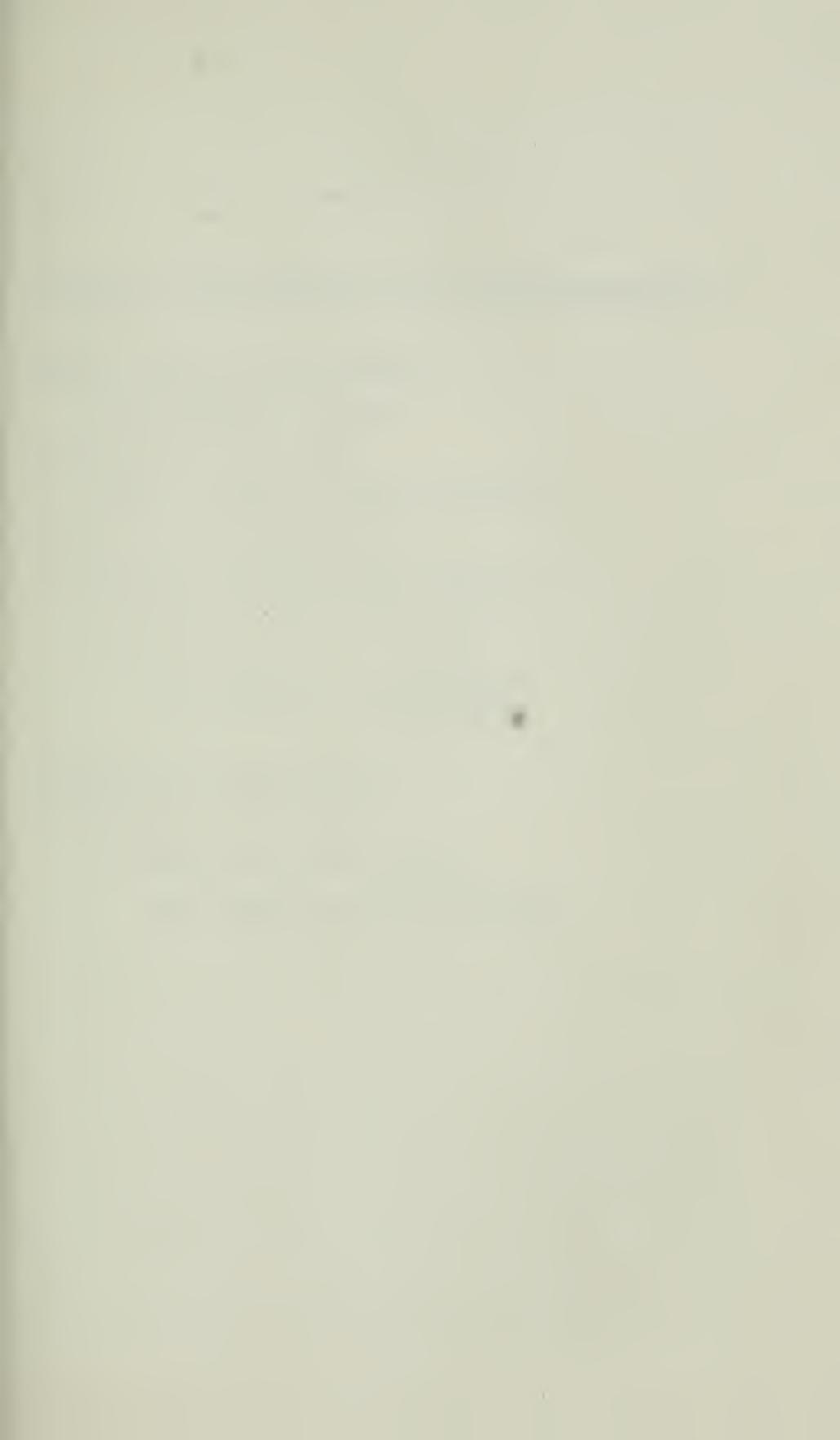
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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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NAMES AND ADDRESSES OF ATTORNEYS

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WARREN A. TAYLOR,

EUGENE V. MILLER,

Box 200, Fairbanks, Alaska,

For Defendant and Appellant.

In the District Court for the District of Alaska,
Fourth Judicial Division

No. 1815—Cr.

UNITED STATES OF AMERICA, Plaintiff,

vs.

DWIGHT ROBINSON, Defendant.

ORDER

On the motion of Theodore F. Stevens, United States Attorney, it was Ordered that the mandate in this cause be filed and spread upon the record and that the bondsmen be directed to produce the defendant at 1:30 p.m. Monday, May 17, 1954.

Entered in Court Journal May 11, 1954.

[Title of District Court and Cause.]

ORDER RESETTING TIME FOR SENTENCE

On the motion of Theodore F. Stevens, United States Attorney; Warren A. Taylor, counsel for the defendant being present, it was Ordered that the time for the bondsmen to produce the defendant for the passing of Sentence in this cause be set for 2:00 p.m., Friday, June 4, 1954.

Entered in Court Journal May 28, 1954.

[Title of District Court and Cause.]

TRANSCRIPT OF PROCEEDINGS

June 4, 1954

Theodore F. Stevens, United States Attorney, of Fairbanks, Alaska, attorney for plaintiff.

Warren A. Taylor, of Fairbanks, Alaska, attorney for defendant.

Be It Remembered, that upon the 4th day of June, 1954, the above-entitled cause came on for hearing before the Honorable Harry E. Pratt, District Judge.

The Court: You want to take up this matter of Dwight Robinson next? The order was at two o'clock this was to be brought up?

Clerk of Court: That's right, sir.

The Court: Order resetting time for sentence, reset for today at two?

Clerk of Court: That's right.

The Court: The District Attorney is not here.

Clerk of Court: The bailiff has gone for him, your Honor.

The Court: Mr. Taylor, you are representing Mr. Robinson?

Mr. Taylor: Yes, your Honor.

(At this time, Mr. Stevens entered the courtroom.)

The Court: This is the time set for hearing the matter of sentence of Dwight Robinson. Are you ready to go into that, Mr. District Attorney?

Mr. Stevens: Yes, your Honor.

Mr. Taylor: If the court please, we have been asked, tried to ascertain the whereabouts of Dwight T. Robinson, and we have been unable to do so. Following Mr. Robinson's release on bond he was subsequently imprisoned in the stockade at Ladd Field for striking a non-commissioned officer; and while he was in such stockade the bondsmen, Mr. and Mrs. Stanton, advised the Marshal that they were withdrawing from the bond, from the bail; and, but the Army, disregarding the fact that they knew that this man was under a sentence removed him to the States to Camp Lewis and we understand through Army sources that he has been discharged and that his home address was in New York, Niagara Falls. And then I got another notice that he lived in Ashland, I believe it was, Ashland, West Virginia.

We have sent wires to both places but the, we have not received any answer from West Virginia yet. We have had them out this week but we did get an answer from Niagara Falls. He was not there. So, as far as I know, Mr. Robinson is not in the Territory at the present time, unless he is on his way back now.

Mr. Stevens: Your Honor, Mr. Robinson was a serviceman over whom the service would not accept responsibility, of whom they would not accept responsibility. And he was incarcerated in the Federal jail for several months and two bondsmen signed a bond for his release and upon his release he was released and went back to the service and the service did rotate him. That is true. But we view

that just the same as if a civilian having been released on bond got into trouble somewhere in the State of Washington. It would be up to the bondsmen to produce him. He was rotated and sent home. We believe that it was up to the bondsmen to produce him here, and we know of no demand which was made upon the Marshal to take him back into custody, and there was no certified copy of the bond filed placed in the Marshal's hands for his re-arrest pursuant to our laws. And I believe, your Honor, we have a man who now is a fugitive from justice and I ask that your Honor issue a bench warrant for his arrest and forfeit the bond.

The Court: The bond is forfeited, the defendant having failed to appear today according to the order of the court. Is there something you wish to say, Mr. Taylor?

Mr. Taylor: Yes, your Honor. I was going to rectify a statement by Mr. Stevens. Mr. Robinson did return to duty, but he got in trouble by hitting a Sergeant and was in Army custody in the stockade at Ladd Field when Mr. and Mrs. Stanton surrendered him to the Marshal. They couldn't surrender him personally to the Marshal, but he was in custody in this jurisdiction and then the Army took him outside. I don't think now, Mr. Dwight Robinson was not rotated. He was taken out to be given an undesirable discharge, not that he had finished his enlistment, but to give him an undesirable discharge because in addition to the trouble he got into here he had hit the Sergeant. We don't think that the forfeiting of the bond, your Honor,

is perhaps right at this present time, to give them a chance to get him back. We know that he was taken to the States by force by the Army out of the jurisdiction of this court when they knew that he was being held for the civil authorities.

The Court: Well, this bond, this transcript from the Court of Appeals shows their proceedings, but it shows nothing, of course, about anything between Mr. Robinson and the United States Marshal here of this division. Now, this was spread upon the record of the court on the 11th of May, 1954. I think if you had had some legitimate defense you would set it forth in writing and that your oral statements just made can't be accepted. So I, I allow the order which I just mentioned a few minutes ago of forfeiting the bond because he has failed to appear here today. I will allow that to stand.

Mr. Stevens: Will your Honor also issue a Bench Warrant?

The Court: And a Bench Warrant will be issued for the arrest of Mr. Robinson.

Mr. Stevens: Thank you, sir.

The Court: I presume that will be started later on to collect on that forfeited bond. Now, in this case I think the judgment should be amended whenever the facts warrant the same, but that it be amended to show how much time he served, if any, on his prison sentence in this court. That should be a matter that should be taken up by an amended, by an amendment to the judgment.

Mr. Stevens: Your Honor, the defendant filed no election to serve any time. The time he served

was before his sentence and a few months thereafter. I don't know how long he was in jail. He was released some time in December, as I remember.

The Court: Well, does his failure to file that consent—— (Interrupted).

Mr. Stevens: He has to file an election under the Federal Rules if he wishes his incarceration to count against his sentence.

The Court: Well, you have to cite those matters and show the situation.

Mr. Stevens: Very well, your Honor.

[Endorsed]: Filed September 8, 1954.

[Title of District Court and Cause.]

ORDER RE BOND

The Government was represented by Theodore F. Stevens, United States Attorney; the defendant was represented by Warren A. Taylor.

Mr. Taylor presented a statement to the Court regarding the present whereabouts of the defendant.

Mr. Stevens moved for the forfeiture of the bond of the defendant and the issuance of a Bench Warrant for his Arrest.

It was Ordered that the bond be forfeited and that a Bench Warrant be issued for the defendant who is apparently a fugitive from Justice.

Entered in Court Journal June 4, 1954.

[Title of District Court and Cause.]

WARRANT FOR ARREST OF DEFENDANT

To any United States Marshal or other qualified officer:

You are hereby commanded to arrest Dwight T. Robinson and bring him forthwith before the United States District Court for the Fourth Division, District of Alaska, in the city of Fairbanks to answer to an Order of the District Judge of the above-entitled Court that the defendant be produced for sentencing.

Date: June 4, 1954.

[Seal] /s/ JOHN B. HALL, Clerk

Return

Southern District of West Va.—ss.

Received the within warrant the 12th day of July, 1954, and executed same.

/s/ W. H. McGINNIS,
/s/ By MORRIS B. IMBODEN

District Court of the United States, Southern District of West Virginia, Fourth Division

Commissioner's Docket No. 1, Case No. 281

United States of America vs. Dwight Thompson Robinson.

Box 285, Ashland, W. Va.

WARRANT OF REMOVAL

To: William H. McGinnis, U. S. Marshal for Southern District of West Virginia:

The United States District Court at Fairbanks, Alaska having indicted, tried and convicted Dwight Thompson Robinson, on a charge of bank burglary, and Dwight Thompson Robinson, having been arrested in the Southern District of West Virginia, upon a bench warrant issued by District Judge Harry Pratt, of Fairbanks, Alaska, after waiving hearing is hereby committed by the United States Commissioner to your custody pending his removal to that District.

You are hereby commanded to remove Dwight Thompson Robinson forthwith to Fairbanks, Alaska, and there deliver him to the United States Marshal for that District or to some other officer authorized to receive him.

Dated at Bluefield, West Virginia, this 12th day of July, 1954.

[Seal] /s/ HOWARD M. JARRETT,
United States Commissioner, for the Southern District of West Virginia.

WAIVER OF REMOVAL

On this day personally appeared Dwight Thompson Robinson, before Howard M. Jarrett, U. S. Commissioner, for the Southern District of West Virginia, and after explaining to him that a bench

warrant had been issued by District Judge Harry Pratt, at Fairbanks, Alaska, for the crime of Bank Burglary, and further, his constitutional rights and a right of being represented by counsel, does hereby waive a removal hearing and requests that he be returned to Fairbanks, Alaska to answer said bench warrant.

/s/ DWIGHT T. ROBINSON

Approved this 12th day of July, 1954.

[Seal] /s/ HOWARD M. JARRETT,
United States Commissioner, for Southern District
of West Virginia.

(United States District Court for the Southern District of West Virginia, at Charleston, in said District, on July 14, 1954.)

United States of America vs. Dwight T. Robinson—
No. 640.

UPON REMOVAL

This day came the United States Attorney and made known to the Court, by petition filed herewith, that Dwight T. Robinson is now confined in the Raleigh County Jail, this District, upon a commitment made by United States Commissioner Howard M. Jarrett, for the purpose of obtaining an order of removal of the said Dwight T. Robinson to the District of Alaska (Division No. 4), in which District the offense for which said prisoner has been committed is to be tried.

And Whereas, the United States Attorney for the Southern District of West Virginia has made application to me under the provisions of Section 1014 of the Revised Statutes of the United States for a warrant of removal of said prisoner to the District of Alaska (Division No. 4), now therefore, it is ordered that the Marshal for this District do remove the body of the said Dwight T. Robinson from the Raleigh County jail and safely convey him to the District of Alaska (Division No. 4) in order that he may be dealt with according to law.

Enter: July 14, 1954.

[Seal] BEN MOORE, District Judge

A true copy: Attest /s/ Homer W. Hanna, clerk.

Received this Removal Order at Charleston, W. Va. on July 14, 1954 and on July 18, 1954 I removed the within named Dwight T. Robinson from the Raleigh County Jail, Beckley, W. Va. and on July 19, 1954 I delivered him to the United States Marshal for the Northern District of Illinois, Chicago, Ill.

William H. McGinnis, United States
Marshal, Southern District of
West Virginia

/s/ By Morris B. Imboden, Deputy

Marshal's Return, Northern District of Illinois

Received the within named Dwight T. Robinson on July 19, 1954 from the United States Marshal, Charleston, West Virginia, for delivery to the

United States Marshal, Seattle, Washington, for further delivery to the District of Alaska, Division 4. The within named was delivered to the United States Marshal, Seattle, Washington on 7-22-1954.

/s/ W. W. Kipp, Sr., United States Marshal, Northern District of Illinois
(Chicago, Illinois)

[Endorsed]: Filed July 26, 1954.

[Title of District Court and Cause.]

MOTION FOR JUDGMENT

Comes now the attorney for the Government, Theodore F. Stevens, in the above entitled cause, and moves this Honorable Court, pursuant to Rule 46(f)(3) of the Federal Rules of Criminal Procedure, to enter a judgment of default against Willie and Mildred C. Stanton on the ground that said Willie and Mildred C. Stanton were co-sureties on a bail bond filed by the defendant Dwight Robinson for appearance before this Honorable Court.

Said bond was declared forfeited by this Court on the 4th day of June, 1954, and since that time said bondsmen have refused to pay the sum of Five Thousand Dollars (\$5,000.00), and no part thereof has been paid.

Wherefore, plaintiff moves this Honorable Court for judgment against the said Willie and Mildred

C. Stanton in the amount of Five Thousand Dollars (\$5,000.00).

Dated at Fairbanks, Alaska, this 23rd day of July, 1954.

/s/ THEODORE F. STEVENS,
United States Attorney

[Endorsed]: Filed July 26, 1954.

[Title of District Court and Cause.]

NOTICE OF MOTION

To: John B. Hall, Clerk of Court:

Please take notice, as agent for the bondsmen herein, that the undersigned will bring the attached motion on for hearing before this Court, in the Courtroom of the Federal Building, Fairbanks, Alaska, on the 26th day of July, 1954, at 1 o'clock in the afternoon of that day or as soon thereafter as counsel can be heard.

Dated at Fairbanks, Alaska, this 23rd day of July, 1954.

/s/ THEODORE F. STEVENS,
United States Attorney

Marshal's Return on Service of Writ attached.

[Endorsed]: Filed July 26, 1954.

[Title of District Court and Cause.]

TRANSCRIPT OF PROCEEDINGS

July 26, 1954

Theodore F. Stevens, United States Attorney, of Fairbanks, Alaska, attorney for plaintiff.

Warren A. Taylor, of Fairbanks, Alaska, attorney for defendant.

Be It Remembered, that upon the 26th day of July, 1954, the above-entitled cause came on for hearing before the Honorable Harry E. Pratt, District Judge.

Mr. Stevens: Your Honor, Dwight Robinson, in case No. 1815, criminal, is in court. The mandate from the Court of Appeals has been spread on the record and we ask that the court enter a resentencing of this defendant. He was convicted by this court, you Honor, and sentenced on the 30th day of December, 1953, and his appeal was dismissed by the Ninth Circuit Court, and on the 11th day of May of this year we asked the court to spread the mandate on the record and it was spread on the record.

The Court: Anything further?

Mr. Stevens: No, your Honor, if we may have the resentencing entered.

The Court: Before the court pronounces modification of the sentence do you, Mr. Taylor, have anything to say on the subject?

Mr. Taylor: No, your Honor.

The Court: Well, then, as I understand you, Mr.

District Attorney, the defendant has been at liberty on supersedeas bond or in failure to conform to the orders of this court at all times since the pronouncement of the original sentence in this case?

Mr. Stevens: Your Honor, the defendant was at liberty on bond filed pursuant to his notice of appeal and was absent from this court on the date set for the defendant to be present in court and, therefore, at our request, your Honor issued a Bench Warrant for Mr. Robinson's apprehension and he was arrested in West Virginia, I believe, and was transported back to this District by the United States, and at this time we ask that the court re-enter its judgment and commitment which was entered on the 29th day of December at which time your Honor sentenced the defendant to three and one-half years.

The Court: Well, you don't mean to give him credit on his sentence do you, for time that he did not spend?

Mr. Stevens: No, your Honor. We wish to have the judgment and commitment amended to read that it shall begin today.

The Court: That's better.

Mr. Stevens: Yes, sir, thank you.

The Court: Still nothing further from the defendant, Mr. Taylor?

Mr. Taylor: No, your Honor, not in regard to the sentence. I believe the court, it is mandatory to give the same sentence as before.

The Court: Very well. Stand up, Mr. Robinson, then. Mr. Robinson, it is the judgment of the court,

then, the amended judgment of the court that you be confined in the custody of the Attorney General of the United States in an institution of the penitentiary type for a period of three and one-half years from today.

Mr. Stevens: Thank you, your Honor.

The Court: Nothing further, Mr. Robinson.

Mr. Stevens: Now, your Honor, pursuant to Rule 46(f) 3 of the Federal Rules of Criminal Procedure, we have made a motion for judgment against the bondsmen and served the motion for judgment upon the Clerk of this Court as the agent for the bondsmen in this case. The bondsmen in this case signed a bond that they would produce Dwight Robinson on the order of this court and they failed to do so, and the bond was declared forfeited on the 4th day of June, 1954. Since that time the bondsmen have refused to pay any amount and we ask, pursuant to Rule 46(f) 3 of the Federal Rules of Criminal Procedure that a judgment be entered in this cause against the two bondsmen in the amount of five thousand dollars.

The Court: Any objections, Mr. Taylor?

Mr. Taylor: Yes, your Honor, I have objections to this matter. This is the first I knew that this was coming up. I think it was pursuant to the action of the bondsmen themselves, your Honor, that this man is in court. In fact, at the time we learned where Mr. Robinson was he informed us that he had been taken out forcibly by the Army out of the jurisdiction of this court in spite of the protest of Mr. Robinson and he was taken back, he was

sent back to his home in West Virginia and he informed me as to his whereabouts, that he wanted to get back here so he could be sentenced. A copy of that letter is in the District Attorney's possession, your Honor, and I gave the District Attorney a copy of the letter so that the, if the Department of Justice wanted to pick him up they could pick him up. But at the time he was picked up the bondsmen was making arrangements with Pan-American Airlines, your Honor, to transport him back from his home in West Virginia.

Now, it wasn't by reason of this defendant's acts that he was outside of the Territory. It was by reason of the plaintiff's act, the government of the United States took him out and he wanted to come in and the Army told him that everything was over here in Fairbanks and when they took him out, when he wanted to come in to see me as his attorney. We would like to make a showing on this, your Honor, because it seems like it would be unjust where he has returned here.

The Court: How much time do you want?

Mr. Taylor: I would like a week, your Honor, at least.

The Court: Any objections?

Mr. Stevens: Your Honor, I believe the proper procedure, if Mr. Taylor wishes a remission of this amount, Mr. Taylor's procedure is to apply for a remission. The government is entitled to judgment. If he wants the whole amount back he can make his showing. As it stands right now, the government has incurred expense in picking up this defendant

pursuant to the Bench Warrant issued from this court and Rule 46(f) says that if the amount is not paid into the court then judgment shall issue, and it provides for—. We have no objection for setting on a time of Mr. Taylor's motion for a remission of the amount, but we ask for the court to enter the judgment which I believe is according to the Rules and it states that it shall issue.

The Court: I think the District Attorney has stated the law that controls in the case. You want one week do you, Mr. Taylor?

Mr. Taylor: Maybe more than that. I have got to get some affidavits from some Army officers here who will testify that they took him out forcibly against his will, and also of the defendant, I would like him not to be taken out until this matter is heard so I can get affidavits from him and also various other affidavits to show that he did nothing voluntarily.

The Court: I don't think I will be inclined to wait any longer than is convenient to the Marshal in regard to taking the defendant out of Alaska, but I will give you a week, if you like.

Mr. Taylor: Yes, your Honor.

The Court: To take care of the whole matter.

Mr. Stevens: Your Honor, do I understand that pursuant to our motion the judgment will issue today and Mr. Taylor makes application for remission?

The Court: I told him that I considered that the correct procedure and the correct statement of the

law that you made. Naturally, that would follow what I had said.

Mr. Stevens: Thank you, your Honor. We have prepared a judgment for that case.

[Endorsed]: Filed September 8, 1954.

[Title of District Court and Cause.]

ORDER

The Government was represented by Theodore F. Stevens, United States Attorney; the defendant was present in person in custody of the United States Marshal and with his counsel Warren A. Taylor.

On the motion of Mr. Stevens, Mr. Taylor having waived any statement to the Court, the Court announced that it was the Amended Judgment of the Court that the defendant be confined in an Institution of the penitentiary type, to be selected by the Attorney General, for the period of three and one-half years, beginning today.

On the motion of Mr. Stevens and under the provisions of Rule 46, F, (3), it was Ordered that a Default Judgment be entered against the bondsmen in this cause.

It was further Ordered that the argument on the defendant's motion for the Remission of the above Judgment on the bond be set for 1:00 p.m., Tuesday, August 3, 1954.

Entered in Court Journal July 26, 1954.

[Title of District Court and Cause.]

AMENDED JUDGMENT AND COMMITMENT

Whereas, Judgment has issued in this cause as set forth in the attached copy of Judgment and Commitment, which is hereby incorporated herein as though fully set forth, and

Whereas, the defendant, Dwight T. Robinson, filed Notice of Appeal on the 4th day of January, 1954, and posted appeal bond on the 2nd day of February, 1954, staying execution pending said appeal, which appeal was dismissed on the ground that appellant failed to file the record on appeal in accordance with Rule 39(c) of the Federal Rules of Criminal Procedure, and a Mandate issued thereon affirming said conviction, said Mandate being filed with this Court on the 11th day of May, 1954; and thereafter on order to appear before this Court pursuant to said Mandate, said defendant, Dwight T. Robinson, appeared in person and with counsel,

Wherefore, it is the judgment of this Court that the defendant is hereby committed to the custody of the Attorney General or his authorized representative for imprisonment for a period of three and one-half (3½) years, such sentence to commence on the 26th day of July, 1954.

It Is Ordered that the Clerk deliver a certified copy of this Judgment and Commitment to the United States Marshal, or other qualified officer, and that the copy serve as the commitment of the

defendant herein, and that said defendant pay the cost of this action in the sum of \$. . . . , to be taxed by the Clerk of the Court.

Done at Fairbanks, Alaska, this 26th day of July, 1954.

/s/ HARRY E. PRATT,
District Judge

Entered in Court Journal July 26, 1954.

[Endorsed]: Filed July 26, 1954.

In the District Court for the District of Alaska,
Fourth Judicial Division

No. 1815—Cr.

UNITED STATES OF AMERICA, Plaintiff,

vs.

DWIGHT ROBINSON, Defendant.

JUDGMENT

Whereas the above named defendant was tried and convicted in the District Court for the District of Alaska, Fourth Judicial Division, on the 7th day of December, 1953.

And Whereas a Judgment and Commitment was duly entered in said Court on the 30th day of December, 1953.

And Whereas, the said Dwight Robinson, on the 4th day of January, 1954, filed a Notice of Appeal

in the United States Court of Appeals for the Ninth Circuit.

And Whereas, on the 31st day of March, 1954, said cause came on to be heard before the said United States Court of Appeals for the Ninth Circuit, on the Motion of Appellee to dismiss the said appeal and was ordered and adjudged dismissed.

And Whereas, on the 11th day of May, 1954, the mandate in this cause was filed and spread upon the record in the District Court for the District of Alaska, Fourth Judicial Division and the bondsmen directed to produce the said defendant for sentencing.

And Whereas, on the 4th day of June, 1954, said defendant failed to appear for sentencing, it was ordered that the bond be forfeited and a bench warrant be issued for the arrest of the said Dwight Robinson.

And Whereas, the bondsmen have refused to pay the sum of Five Thousand Dollars (\$5,000.00), and no part thereof has been paid, Now Therefore,

It Is Hereby Ordered, Adjudged and Decreed, that Willie and Mildred C. Stanton, the bondsmen for the defendant herein, pay to the Clerk of the Court the sum of Five Thousand Dollars (\$5,000.00).

Done at Fairbanks, Alaska, this 26th day of July, 1954.

/s/ HARRY E. PRATT,
District Judge

Entered in Court Journal July 26, 1954.

[Endorsed]: Filed July 26, 1954.

[Title of District Court and Cause.]

**MOTION FOR REMISSION OF FORFEITURE
OF BOND**

Comes now Warren A. Taylor, attorney for the defendant above named, and moves this Court for an order setting aside the Forfeiture of Bond entered in this Court on the 26th day of July, 1954, upon the grounds that there was no willful default in the terms of the bond, and for the further reason that the default in the appearance of defendant was occasioned by the acts of the obligee of said bond, to wit: the United States of America; and for the further reason that the said bond had not been forfeited prior to his appearance for sentencing.

That this motion is based upon the affidavits of Dwight Robinson, Willie Stanton, Warren A. Taylor, Major Charles Junes, Captain Wise, and others, which said affidavits are attached hereto and made a part of this motion.

/s/ WARREN A. TAYLOR,
Attorney for Defendant, and Willie
Stanton, Bondsman

**AFFIDAVIT IN SUPPORT OF MOTION FOR
REMISSION OF BOND**

United States of America,
Territory of Alaska—ss.

Warren A. Taylor, being first duly sworn, upon his oath deposes and says: That he is the attorney

for the above named defendant, and also for Willie Stanton and wife, the obligors on a supersedeas bond for the release of defendant.

That after the conviction of the defendant of the crime of larceny, defendant gave notice of appeal to the Circuit Court of Appeals, Ninth Circuit, and bond in the sum of \$5,000.00 was filed herein and defendant released, and he returned to his station at Eielson Air Force Base.

That shortly thereafter said defendant got in trouble and was sentenced to 30 days in the stockade.

That affiant was informed of defendant being held in the stockade and requested that defendant be escorted to Fairbanks for a conference with the defendant regarding his appeal. This request was refused, although the military had prior thereto been very cooperative in such matters.

Some time in April or May, 1954, affiant again inquired about defendant, and was informed by the military authorities that defendant had been taken to the States for discharge from the Army.

That thereafter affiant wrote to an address in Niagara Falls, New York, which address was of a brother or other relative of defendant.

That defendant, on the 10th day of June, 1954, wrote to affiant from Niagara Falls, New York, advising of receipt of affiant's letter and that he was taken from Alaska by the Army against his will and discharged at Fort Lewis, and had no money to come back to Alaska.

That upon receipt of said letter affiant advised

the U. S. Attorney of defendant's address, and also that the bondsman, Willie Stanton, was making arrangements to have defendant return to Fairbanks via air. That said Willie Stanton consulted with Alaska Airlines and Pan-American World Airways regarding the cost of a ticket from West Virginia, where defendant was at the time he consulted the airlines.

That a copy of defendant's letter to affiant is attached hereto and made a part hereof.

That affiant was informed by officers at Eielson and Ladd Air Force Bases that defendant had been transported to the States, and that the Court officials had been informed of the proposed transportation and that they had been advised that it was satisfactory to take defendant to the States for discharge.

Affiant contends that as the obligee of said bond, the United States, by its military branch, transported said defendant out of the jurisdiction of the Court and rendered it impossible for defendant to appear for sentencing.

That Willie Stanton did all that could be done to secure the return of defendant to this Court's jurisdiction. Stanton likewise should not be subjected to the penalty of the bond when the invocation of the penalty was caused solely by the obligee.

That it would be grossly inequitable to require the bondsmen to pay the sum of \$5,000.00 when the defendant did not wish to leave the Territory of Alaska, but was forced by the military to depart the jurisdiction of this Court and to furnish an air-

plane ticket for defendant to return to Alaska, and had, in fact, made arrangements for the transportation of defendant to Alaska.

That the default of the defendant was not wilful, and this Court has power and authority to remit said forfeiture under Rule 46(f2) Federal Rules of Criminal Procedure.

/s/ WARREN A. TAYLOR

Subscribed and Sworn to before me this 2nd day of August, 1954.

[Seal] /s/ WARREN WM. TAYLOR,
Notary Public in and for Alaska

2131½ 13th St., Niagara Falls, N.Y.

Dear Mr. Taylor:

June 10, 1954

I received your wire a few days ago but I dont have any money to come back to Alaska the Army didn't pay me any money at all I try to get them to let me come and see you before I left but they would not. and Mr. Jones told me that they would take care of everything. I been trying to get a job so I could pay you but I havent found one yet so if they did not fix it and they still want me I will be here when the come after me because when I left Alaska I didn't leave on my own. Don't get me wrong Mr. Taylor if I had the money I would be glad to come back but now I dont have anything and no money lighter Mr. Taylor I'm going to pay you as soon as I get able or as soon as

I get a Job but when I left Alaska I though I were a free man. I knew that I owe you but the way they told me, that the rest of that stuff were over with so I be here if they want me.

Your truly,

Dwight

ARFGS 220.45 Robinson, Dwight T. RA13322489
Major Clark, 4th AAA Gp, APO 731, USAF
Hq 450th AAA Bn, APO 937, USAF
Capt Damron/wes 8 Jun 54

In December 1952 correspondence was initiated by this headquarters to cause Robinson to appear before a Board of Officers, convened under the provisions of AR 615-368. I believe the Board was convened in February 1953 and recommended that subject be separated from the service under AR 615-368. The Board proceedings were then forwarded thru channels to USARAL for approval. On 30 March 1953, Robinson was tried by Summary Court for violation of Article 86, UCMJ and sentenced to confinement at hard labor for thirty (30) days and to forfeit \$60. He was committed to the Base Stockade, Ladd on 30 March 1953. On 3 April 1953, subject was released by the stockade to Civil authorities, Fairbanks, Alaska, and was confined in the Federal jail waiting trial for the charge of larceny. During the month of January 1954 he was tried, convicted and sentenced to 3½ years confinement. On 4 February 1954 Robinson was released on \$5,000 bail pending decision of appeal of

sentence filed in the U. S. Circuit Court of Appeals, San Francisco, California. This headquarters was furnished a letter by the clerk of Court, Fairbanks, indicating conviction and release on bail which was sent to MSgt Brinkman, 4th RCT, who forwarded the approved Board proceedings (AR 615-368) and letter from clerk of Court to USARAL for instructions. USARAL directed that EM be returned to the ZI for separation UP AR 615-368. Subject was placed on Special Orders, paragraph 5, SO 47, Hq 4th RCT dtd 26 February 1954 and departed this station 2 March 1954.

Alton F. Damron, Capt Arty
Adjutant

Certified true copy: Signed Edwin H. White,
Capt. JAGC, Staff Judge Advocate.

United States District Court, Office of the Clerk,
District of Alaska, Fourth Division, Fairbanks,
Box 1350, Alaska.

Commanding Officer February 4, 1954
450th AAA Battalion, Eielson Air Force Base
Eielson Field, Alaska

Dear Sir:

This is in reply to an inquiry as to the status of our Criminal No. 1815, entitled United States of America, Plaintiff vs. Dwight T. Robinson, Defendant.

On December 29, 1953, Dwight T. Robinson was sentenced and committed to the custody of the At-

torney General or his authorized representative for imprisonment for a period of three and one-half years ($3\frac{1}{2}$), for the crime of Larceny.

On January 4, 1954, a Notice of Appeal to the U. S. Circuit Court of Appeals, Ninth Circuit, San Francisco, California, was filed by Warren A. Taylor, attorney for Dwight T. Robinson. Since that time Mr. Robinson has been released on a \$5,000.00 Supersedeas Bond, and will be out on bond until the appeal is heard in San Francisco, California.

Very truly yours,

/os /s/ John B. Hall, Clerk

A true copy: Signed Matthew M. Wotherspoon,
1st Lt. Infantry, Assistant Adjutant.

AFFIDAVIT OF WILLIE STANTON AND MILDRED C. STANTON

United States of America,
Territory of Alaska—ss.

Willie Stanton and Mildred C. Stanton, each being duly sworn upon oath depose and say: That they were bondsmen for the appearance of Dwight Robinson before the District Court, Territory of Alaska, Fourth Division, upon a charge of burglary and larceny. That the said Dwight Robinson was convicted of larceny and sentenced to $3\frac{1}{2}$ years in the penitentiary, from which conviction he appealed to the Circuit Court of Appeals for the Ninth Circuit. That the Court set \$5,000 as the amount of the supersedeas bond and affiants then entered on

such bond for Mr. Robinson's appearance in the event that the said appeal was overruled. That after the supersedeas bond was executed by the affiants Dwight Robinson was released and returned to duty with B Battery of the 450th AAA Battalion at Eielson Air Force Base.

Sometime after his return to duty affiants were informed that Mr. Robinson had gotten into trouble with his officers at the said Battery and that he was confined in the military stockade as a military prisoner. Upon learning of this, affiant Mildred C. Stanton, went to the United States Marshal's office at Fairbanks and informed the Marshal that she wanted to surrender Robinson to the Marshal and told the Deputy Marshal with whom she talked of the circumstances of Robinson's incarceration in the stockade. To this the Marshal replied that as he was in the custody of the military the sureties were automatically released from the bond. Affiants thereupon paid no further attention to the matter as they believed they were no longer on the bond as sureties. This belief persisted until the time affiants were notified by the U. S. Attorney to produce Robinson within one week from the date of the notice.

Affiant, Willie Stanton, went to see Mr. Stevens about the matter and he told affiant Robinson was still in the Territory. Mr. Yeager, Assistant U. S. Attorney, told affiant Robinson was working on the pipeline at Tok, Alaska. This was a long time after Robinson had been taken to the States by the authorities.

Affiant then went to Mr. Taylor, Robinson's attorney, and was informed that Mr. Taylor had received a letter from Robinson which he showed to affiant, and showed that Robinson was willing to come back to Alaska but had no money for the trip. Mr. Taylor told affiant to make arrangements to have Robinson flown back to Alaska from his home in West Virginia. Affiant then went to Alaska Airlines and Pan American Airways and found that he could have Robinson flown back for \$258.00 first class fare or \$227.85 for coach fare to Seattle and first class from Seattle to Fairbanks.

That affiant, Willie Stanton, has known Mr. Robinson for a period of a year or more and became his bondsman as a matter of friendship and executed the said bond without any compensation for doing the same.

At the time that affiant ascertained the cost of returning Robinson to the Territory of Alaska from West Virginia a newspaper article came out in the Fairbanks Daily Newsminer stating that Robinson had been picked up by the Department of Justice and was being returned to Fairbanks.

That upon learning of Robinson's whereabouts affiant made every effort to procure his return to Fairbanks.

Affiant is informed, as shown by the letter from Mr. Robinson and Mr. Robinson's affidavit, that Robinson was taken to the States by the military authorities and discharged at Camp Lewis, Wash-

ington, and only had \$10.00 at the time of his discharge and was unable to come back to Fairbanks, and finally secured a loan of \$30.00 from his mother to go to Niagara Falls, New York, where his sister resided.

That Dwight Robinson at no time has been a fugitive from justice, nor did he voluntarily absent himself from the jurisdiction of this Court, but was forcibly taken therefrom by an agency of the United States, the obligee on the said bond.

That the affiant is informed that this Court was notified by letter that Dwight Robinson was being taken from the jurisdiction of the Court, and is also informed by the Legal Officer at Ladd Field that the United States Attorney's office was notified of Robinson's removal from the Territory of **Alaska**.

That the affiants are married and have one infant child and are buying their home at Fairbanks, Alaska, and are unable to pay the said bond without sacrificing property which they are purchasing for their home.

Affiant is buying several pieces of property but to force a sale of them at the present time would necessarily sacrifice them.

Affiants firmly believe in view of the fact that Robinson was forcibly taken from the Territory of Alaska that they are released from the obligation of the bond.

/s/ WILLIE STANTON

/s/ MILDRED C. STANTON

Subscribed and Sworn to before me this 2nd day of August, 1954.

[Seal] /s/ WARREN A. TAYLOR,
Notary Public in and for the
Territory of Alaska

Acknowledgment of Service attached.

[Endorsed]: Filed August 2, 1954.

[Title of District Court and Cause.]

AFFIDAVIT OF THEODORE F. STEVENS

I, Theodore F. Stevens, being first duly sworn on oath depose and say:

That I am the United States Attorney for the Fourth Judicial Division, District of Alaska.

That I categorically deny that Willie Stanton ever saw me concerning the whereabouts of Dwight Robinson. As a matter of fact, I requested one of the Deputy Marshals to notify Willie Stanton that Mr. Taylor had information concerning the whereabouts of Dwight Robinson and that if he, Willie Stanton, would arrange to get Dwight Robinson back to Alaska, we would not seek a judgment to enforce the forfeiture which had been imposed upon Dwight Robinson's sureties by this Court.

That Willie Stanton did not come to see me, but instead Mrs. Willie Stanton came to my office and was informed that if she and Mr. Stanton would arrange to have Dwight Robinson flown back to the

Territory, we would see to it that the forfeiture would not be imposed.

That Dwight Robinson was confined in the Federal Jail, in lieu of a Five Thousand Dollar (\$5,000.00) bond, for some time after he was sentenced by this Court. That at the time Willie Stanton signed the appearance bond for Dwight Robinson, your affiant questioned Mr. Stanton at length to determine whether or not Mr. Stanton actually realized the risk he was undertaking. That, at the time Mr. Stanton signed the bond, your affiant told him that Dwight Robinson was to report back to the military and that he, Willie Stanton, would be responsible for Dwight Robinson's whereabouts. The Army would not have been able to rotate Dwight Robinson from the Territory of Alaska if Mr. Stanton had not agreed to sign his bail.

That your affiant learned there was rumor that Dwight Robinson was working on the pipeline somewhere near Tok Junction, Alaska and that this rumor came to me directly from Dwight Robinson's attorney, Mr. Warren A. Taylor.

That even after the Federal Bureau of Investigation had apprehended Dwight Robinson, who had been classified as a fugitive from justice, due to the fact that he had failed to appear before this Court and his bond was thereupon forfeited, your affiant contacted Willie Stanton through Chief Field Deputy, Theodore R. McRoberts and informed Mr. Stanton that if he would put up the money to send a United States Marshal to West Virginia to bring

Dwight Robinson back to the Territory, we would not enforce the forfeiture of the bond. That Mr. Stanton told Chief Field Deputy McRoberts to see his lawyer, that he was not going to pay any amount to bring Dwight Robinson back to the Territory of Alaska.

In regard to the statements of Mr. and Mrs. Stanton concerning their financial ability, these people have justified themselves under oath to the extent of \$20,000. Each time the Stantons have signed a bond, I have personally questioned them to ascertain whether or not they understood the risk they were taking and each time I told them that signing the bond meant that they were indebted to the United States for the full extent of the bond in the event the principal failed to obey the order of the Court.

In regard to the rotation of Dwight Robinson to the continental limits of the United States by the Army, this office was not informed that Dwight Robinson had been rotated until Mr. Warren A. Taylor provided us with such information immediately prior to the forfeiture of the bond by this Court. However, the letter from the Clerk of this Court, dated February 4, 1954, shows that Dwight Robinson was released on bond and would be out on bond until the appeal was heard in San Francisco. The communication from Captain Alton F. Damron to Major Clark, dated June 8, 1954, shows that, inasmuch as Dwight Robinson was released on bond, the Board of Officers for the Army deemed

it advisable to discharge Dwight Robinson from the military.

Attached hereto is a copy of Dwight Robinson's orders which were received by him on or about the 26th day of February, 1954.

Dwight Robinson failed to notify his bondsmen that he was leaving the Territory of Alaska. Also, your affiant points out that Dwight Robinson was discharged at Fort Lewis, Washington and instead of returning to Alaska, saw fit to travel further from the jurisdiction of this Court, namely, to New York and West Virginia.

Your affiant believes that the Stanton's were advised firmly, at every step of the proceeding, of the risk they were taking and were given every opportunity to escape the penalties for Dwight Robinson's failure to comply with the rules of this Court and save themselves some expense, but on every occasion, they refused to accept your affiant's assistance and have refused to comply with the orders of this Court.

Dated at Fairbanks, Alaska, this 3rd day of August, 1954.

/s/ THEODORE F. STEVENS

Subscribed and sworn to before me this 3rd day of August, 1954.

[Seal] /s/ WALLIS C. DROZ,
Notary Public in and for the
Territory of Alaska

Headquarters, 4th Regimental Combat Team, APO
731, c/o Postmaster, Seattle, Washington.

Special Orders Number 47

26 February 1954

Extract

5. Pvt-1 Dwight T Robinson RA 13 322 489
MOS: 1602 Race: Neg Term of Enl: 3 yrs ETS:
Apr 54 Date departed US: Mar 51 Date elig rtn
US: Sep 53 Rel Pref: Prot Btry B 450th AAA Bn
(AW) (Smb) APO 937 USAF EM WP o/a 5
Mar 54 to 6021st ASU Fort Lewis Wash RUAT
to CO Separation center for Separation PAC AR
615-368 (Undesirable Discharge) to be separated at
separation point at port of entry 6021 ASU Fort
Lewis Wash TBMAA and/or RAI Trans Directed
Non-Mil Add: Box 32 Ashland W Va Clo as pre-
scribed in USARAI Cir Sec II 128/53 will be worn
and bag not to exceed 65 lbs auth for mil acft Ex-
cess bag will be shipped by TO PAC Par 10 SR
55-160-1 PCS TDN 2142010 401-10 P1410-02 03
S99-999 Auth: AR 615-368 (Undesirable Discharge)
4th Ind CG USARAL dtd 18 Feb 54 Subj: Report
of Proceedings of Board of Officers (AR 615-368)
Air Designator: US-AL-3D-4773-GF3 EDCSA to
6021 ASU Ft Lawton Wash: 28 Mar 54

By Order of Colonel Lundquist:

Official: L H Calhoun, 1st Lt Inf
Asst Adjutant

s/ L. H. Calhoun, 1st Lt Inf Asst Adjutant

AFFIDAVIT OF GEORGE M. YEAGER

United States of America,
Territory of Alaska—ss.

I, George M. Yeager, being first duly sworn on oath depose and say:

That I am an Assistant United States Attorney for the Fourth Judicial Division, District of Alaska.

That I remember telling Willie Stanton I had heard a rumor that Dwight Robinson was working on the pipeline near Tok Junction, Alaska. That Willie Stanton had come to me concerning Dwight Robinson's whereabouts and I told him to see Robinson's attorney.

That this conversation with Willie Stanton occurred on a busy Saturday morning. I was the only attorney in the United States Attorney's office at the time. I told Willie Stanton he was responsible to see that Dwight Robinson reported to the Court as ordered and that I could not help him. I told Willie Stanton that he signed as Robinson's surety and he was responsible to us to see that Robinson came in.

That I did not learn Dwight Robinson was in the Continental United States until I heard Theodore F. Stevens phone the Legal Office for the Army to find out if it was true that the Army had rotated Dwight Robinson. This occurred after Dwight Robinson was ordered to appear before this Court.

Dated at Fairbanks, Alaska, this 3rd day of August, 1954.

/s/ GEORGE M. YEAGER

Subscribed and sworn to before me this 3rd day of August, 1954.

[Seal] /s/ WALLIS C. DROZ,
Notary Public in and for the
Territory of Alaska

AFFIDAVIT OF THEODORE R. McROBERTS

United States of America,
Territory of Alaska—ss.

Theodore R. McRoberts, being first duly sworn on oath deposes and says:

That I am Chief Field Deputy United States Marshal for the Fourth Judicial Division, Territory of Alaska.

That on the 13th day of July, 1954, I sent Deputy Marshal Robert R. Thompson to the residence of Willie Stanton, requesting that he bring Mr. Stanton to my office to see me regarding the bond of Dwight Robinson. Mr. Stanton was not home as he was working at Eielson Air Force Base, but his wife was there and came to my office. I advised her that Dwight Robinson was held in jail at West Virginia and that Willie should get in touch with me immediately. I advised Mrs. Stanton that if they would put up the cost of transportation to send a Deputy down to West Virginia to bring Robinson

back to the Territory of Alaska, we would go get him, otherwise we would have to go ahead and get him and the full amount of their bond would be forfeited. I told Mrs. Stanton to have Willie call me at my residence as soon as he arrived home that evening. That night, between the hours of 5:30 p.m. and 6:00 p.m., Willie Stanton called my residence. I was not home at the time, but Mrs. Melville Mc-Roberts answered the telephone. Willie Stanton told her to tell me to call Mr. Warren A. Taylor, that he would know what I was talking about.

That on the 14th day of July, 1954, approximately 6:00 p.m., I met Willie Stanton on Second and Lacey Streets. That at that time I told Willie Stanton that we would give him the opportunity to put up the actual expense for a Deputy to travel to West Virginia and transport Dwight Robinson back to Fairbanks. I told him that we had to get him right away as they were holding him in West Virginia for us. That if he would deposit the money in our office forthwith, it would be to his advantage, otherwise action would be taken to collect the full amount of the bond.

That Willie Stanton refused to discuss the issue with me and referred me to his lawyer, Warren A. Taylor.

That at no time did Mr. Stanton come up to the office and offer to post the amount of the transportation for a Deputy Marshal and Dwight Robinson and other expenses involved in transportation from West Virginia.

Dated at Fairbanks, Alaska, this 2nd day of August, 1954.

/s/ THEODORE R. McROBERTS

Subscribed and sworn to before me this 2nd day of August, 1954.

[Seal]

/s/ T. F. STEVENS,

Notary Public in and for the
Territory of Alaska

AFFIDAVIT OF ALBERT F. DORSH

United States of America,
Territory of Alaska—ss.

I, Albert F. Dorsh, being first duly sworn on oath depose and say:

That I am the United Marshal for the Fourth Judicial Division, District of Alaska.

That with reference to the statement made by Willie Stanton, as bondsman for Dwight Robinson, I have questioned all available deputies and have been assured that no such statement was made to Willie Stanton to the effect that the bondsmen on Dwight Robinson's appearance bond had been exonerated or released by said Dwight Robinson's being taken into custody by the military. That as a matter of fact, none of the deputies in my office or myself knew the whereabouts of Dwight Robinson or that he had been rotated to the Continental United States until we were so informed by the United States Attorney after the bond in this case

was forfeited upon Robinson's failure to appear in this Court on June 4, 1954.

Dated at Fairbanks, Alaska, this 3rd day of August, 1954.

/s/ A. F. DORSH

Subscribed and sworn to before me this 3rd day of August, 1954.

[Seal] WALLIS C. DROZ,
 Notary Public in and for the
 Territory of Alaska

[Endorsed]: Filed August 3, 1954.

[Title of District Court and Cause.]

ORDER

The Government was represented by Theodore F. Stevens, United States Attorney; the bondsmen of the defendant were present in person and represented by Warren A. Taylor.

Mr. Taylor submitted the bondsmen's Motion for the Remission of the Forfeiture of the Bond of the defendant without argument.

Mr. Taylor moved the Court for a Continuance of the bondsmen's Motion for the Remission of the Forfeiture of the Bond in the case.

It was Ordered that the Motion be denied.

Mr. Taylor submitted the Motion for the Remis-

sion of the Forfeiture of the bond without argument.

It was Ordered that the motion be denied.

Entered in Court Journal August 3, 1954.

[Title of District Court and Cause.]

TRANSCRIPT OF PROCEEDINGS

August 3, 1954

Theodore F. Stevens, United States Attorney, of Fairbanks, Alaska, attorney for Plaintiff.

Warren A. Taylor, of Fairbanks, Alaska, attorney for sureties for the above named Defendant.

Be It Remembered, that upon the 3rd day of August, 1954, the above entitled cause came on for argument before the Honorable Harry E. Pratt, District Judge.

The Court: Well, I have just this moment received the Affidavit.

Mr. Stevens: Yes, your Honor. I didn't get Mr. Taylor's Affidavits until last evening at five o'clock, and these have just been finished by my office.

The Court: We will take a fifteen minute recess.

(Thereupon, a fifteen minute recess was taken.)

The Court: Are you ready for hearing the case of United States vs. Dwight Robinson, No. 1815 criminal? Are you ready?

Mr. Taylor: No, your Honor. If the court please,

I would like a little additional time. There are some matters in these affidavits that I would like to have a chance to refute.

The Court: How much time do you need?

Mr. Taylor: I would like to have until Friday, your Honor, till Friday morning.

The Court: Well, I want to get this off our hands today. You ought to be able to if you read it over in the meantime just as I have.

Mr. Taylor: Well, your Honor, there is something that came up here that I talked with a Captain, Major at Eielson Air Force Base that had promised to come in, and he has not showed up and he, his testimony would be very important.

The Court: Is there any reason why I shouldn't give Mr. Taylor until 3:30 to file other Affidavits?

Mr. Taylor: Sir?

The Court: I was asking the District Attorney if there was any particular objection on his part to allowing you until 3:30 to file any further affidavits?

Mr. Stevens: I believe, your Honor, it is his motion. Under this procedure I understand you can take testimony if he does not have time to make affidavits. He could call a witness if your Honor would permit it.

The Court: No, I don't think we want to go into oral testimony.

Mr. Stevens: Very well, I have no objections.

The Court: Well, I will give you until 3:30.

Mr. Taylor: I don't believe that would be any good, your Honor. Might as well rule right now.

The Court: All right, we will go ahead.

Mr. Stevens: It was your motion, Mr. Taylor.

Mr. Taylor: I believe I will waive argument, your Honor. I will submit it upon the affidavits. I think we have shown there that the defendant was not a fugitive from justice and was taken out of the jurisdiction of this court by the United States.

The Court: Motion of the defendant for remission of forfeiture of bond is denied.

Mr. Taylor: I would like to give—well, I will file that. I am going to appeal that, your Honor, to the Circuit Court.

[Endorsed]: Filed August 9, 1954.

[Title of District Court and Cause.]

MOTION FOR RE-ARGUMENT AND RECON-
SIDERATION OF MOTION FOR REMIS-
SION OF BOND

Comes Now Willie Stanton and Mildred C. Stanton, sureties for the above named defendant, and move this Court for a rehearing and reconsideration of Motion for Remission of Bond.

This Motion is made upon the grounds that to allow the Court's ruling of August 3, 1954 to prevail would result in gross injustice to the said sureties, in that the said Dwight Robinson was not a fugitive from justice, and was forcibly taken from the jurisdiction of this Court by the U. S. Army and without his consent and with knowledge on the

part of the Army that said Dwight Robinson had been released on bail and was not to depart said jurisdiction.

This Motion is based upon the affidavits submitted in support of said sureties' previous Motion.

/s/ WARREN A. TAYLOR,
Attorney for Sureties

Acknowledgment of Service attached.

[Endorsed]: Filed August 4, 1954.

[Title of District Court and Cause.]

TRANSCRIPT OF PROCEEDINGS

August 6, 1954

Theodore F. Stevens, United States Attorney of Fairbanks, Alaska, attorney for Plaintiff.

Warren A. Taylor, of Fairbanks, Alaska, attorney for sureties for the above named Defendant.

Be It Remembered, that upon the 6th day of August, 1954, the above entitled cause came on for argument before the Honorable Harry E. Pratt, District Judge.

The Court: 1815 criminal. Very well. Proceed.

Mr. Taylor: If the court please, in the matter now before the court we feel that the facts as shown by the affidavit, your Honor, are sufficient to show that the bondsman, Willie Stanton and Mildred C. Stanton, should be relieved of the penalty of the bond upon the grounds that the absence of the de-

defendant from the Territory was not willful, but it was caused by the act of the United States, the obligee on the bond.

Furthermore, your Honor, there was no time nor place set in the bond for which the defendant was to appear.

Now, in the, the courts have repeatedly held, and in the United States Supreme Court, your Honor, in Volume 83 at Page 366, Taylor vs. Taintor. That was a case in which a man named McGuire was out on bond and he went into the state of New York and he was picked up there and incarcerated, and his home was in the state of New York. While there, upon a requisition from the governor of Maine upon the governor of New York he was seized by the legal officers of New York and by them delivered over to the proper officers of the State of Maine, by whom he was immediately and against his will removed to that state. He was charged with burglary in Maine, and after, and in this case he had been out on bond in the State of New York and though the bond was forfeited, but the Supreme Court in the state gave judgment. The Supreme Court gave judgment for the plaintiff on the bond and then they went to the Supreme Court of Errors for Fairfield County and it finally wound up to the Supreme Court.

Now, the court in touching upon this matter, your Honor, said, "It is settled law of this class of cases that the bail will be exonerated where the performance of the condition is rendered impossible by the act of God, the act of the obligee, or the act of the

law. Where the principal dies before the day of performance, the case is within the first category. Where the court before which the principal is bound to appear is abolished without qualification, the case is within the second. If the principal is arrested in the State where the obligation is given and sent out of the State by the governor, upon the requisition of the governor of another State, it is within the third. In such cases the governor acts in his official character, and represents the sovereignty of the State in giving efficacy to the Constitution of the United States and the law of Congress. If he refuse, there is no means of compulsion. But if he act, and the fugitive is surrendered, the State whence he is removed can no longer require his appearance before her tribunals, and all obligations which she has taken to secure that result thereupon at once, ipso facto, lose their binding effect."

In other words, the bond has no effect where the party has been sent out of the State by the governor of the State where he was under bond, honoring a requisition of another state.

Now, in the present situation of Dwight Robinson and the facts are not disputed in the affidavits, he was out under bond and Stanton and his wife were the bondsmen. He was taken into custody by the Army and held in custody at Ladd, at Eielson Field and he was court-martialed thereafter for a minor offense and knowing that the Army, the Army knowing that the man was out under bond and exercising a sovereign power of the United States, took Robinson out of the Territory of Alaska to Camp

Lewis, Washington, discharged him from the Army and gave him ten dollars, made it impossible for him to come back. In this case two of the categories that was mentioned in this case were present. Not only one, but two, because it was by the acts of the United States that Robinson was taken out of the Territory of Alaska. That was an act of the obligee. Furthermore, it was not willful and as he went out, was taken out by the United States, it was by act of law, so he was lawfully taken out against his will to another jurisdiction from which he could not get back because he did not have the funds with which to come back, not but what he would want to come back because after he was out there and finally made his way to his sister's home in Niagara Falls, your Honor, he wrote to me where he was and said he didn't have a job and explained how they had taken him out. He had tried to get word in here and at the same time, according to the affidavits and the exhibits, the Army knew that Robinson was under bond.

Upon receiving the letter I made a copy and gave it to Mr. Stevens because Dwight Robinson said, I want to come back; I would like to come back, but I haven't got any money. If they want to take me back, I will be waiting here. He was waiting there and he came back. So where there is no willful default on the part of the obligor on the bond, your Honor, that would be Stanton, or no willful default on the part of the person for whose security the bond is given, the bond would be remitted. It is exonerated in its entirety and also, I

believe on this bond, your Honor, if the court looked at the bond, there is no time for Robinson to appear. He was here before the bond was forfeited. He was here because he gave his address, told where he was and was brought back, so he wasn't in willful default.

Now, the courts, as the courts have said, the bond is the same as any other contract, and that is in the case of *Joelson vs. United States*, 287 Federal Reporter, Page 106, and same as any other bond, your Honor, that if through the act of one party the bond is, it is incapable of fulfilling the bond the person who is liable for the penalty bond is excused and as I pointed out before the bond ran to the United States of America. The United States of America was responsible for the removal of Robinson from Alaska, so he couldn't appear, so the bond is exonerated, your Honor.

Now, we have another, the case of—and this case, Your Honor, goes much farther than the, than these other cases. The case of *United States vs. Burl*, and that was for the Eastern District of Illinois and is reported at Page 583 and in 67 Federal Supplement, Page 583.

Now in that case, your Honor, that was under the new rules, it says “Under statute permitting remission of penalty upon forfeiture of bail bond, court has discretion to remit the whole or part of the penalty only if it appears that there has been no willful default, that a trial can be had, and public justice does not otherwise require enforcement of the penalty, but if default is willful, court

has no discretion to remit any part of the penalty.” Now, it is certainly apparent in this case that there was no willful default. The man appeared for sentence here, your Honor. He was sentenced. The court has extracted its pound of flesh from Robinson. Now, they want another pound of flesh from Willie Stanton. The government has not been harmed in any way by this because they were the ones that instituted and put in force, put in the force that removed Robinson from the Territory of Alaska which prevented him appearing here for sentence after the appeal was dismissed by myself, as attorney for Mr. Robinson.

Now, in the case of *United States vs. Burl*, the principal in that case was taken, the principal in the bail bond to a Missouri State court was taken from its jurisdiction by Federal authorities to answer a criminal charge in the District Court in Illinois where he was released on bond, “exercise by Missouri court of its prior custody and jurisdiction over principal upon his return to Missouri while at liberty on bond to federal court was an ‘act of law’, and consequent default on bond to federal court was not ‘willful’ so as to deprive that court of discretion to remit penalty of bond.”

That is a case, your Honor, where a man was out on bond, goes into another state and he is surrendered by a bondsman there to answer for a Federal offense, but still the courts hold that it was not willful and the penalty should be remitted.

I don’t like to read all of this case, your Honor. It is quite long. I would like to point out pertinent

parts. They cite quite a number of cases. It says "Under the controlling decisions which have interpreted and applied the above statute it gives the court discretion to remit the whole or part of a penalty only when there has been no willful default upon the part of the principal." In this case, that would be *Robinson*. "That the surety or sureties on the bond may have exercised good faith and diligence in their efforts to produce the principal in court pursuant to the conditions of the bond, that the principal may have appeared after default for trial or other disposition of his case and that the government suffered no injury gives the court no discretion under the statute to remit the whole or any part of the penalty of the bond, if the default of the principal was willful within the meaning of the statute."

Now, in that case they cited the *Taylor vs. Taintor*, the one that I read awhile back which is cited 83 U.S. 366; 16 Wall. 366, 21 L.Ed. 287; *Continental Casualty Co. vs. United States*, 314 U.S. 527, 530-532, 62 S. Ct. 393, 86 L. Ed. 426; *United States vs. Capua et al*, 7 Cir. 94 F. 2d 292. "The facts here show that Burl, as soon as he was released after serving the sentence imposed against him by the Missouri state court to which he was already under bond at the time he gave bond to this court, was brought before the court so that, notwithstanding his default, sentence might be imposed or other disposition made of his case and the facts further show 'that public justice does not otherwise require the same penalty to be enforced'.

The single and controlling question, therefore, is whether or not Burl, the principal in the bond, was guilty of a willful default when he failed to appear in this court on June 12, 1944."

"Counsel for the government frankly admit, and quite properly so under the evidence, that the default of the principal Burl was not willful in the sense that it was intentional. It was not his idea and it was not his will that the surety on his Missouri bond should seize and surrender him to the Missouri court and keep him away from this court on June 12. But, the government says, his default was willful in the eyes of the law on two counts, namely, (1) that it was his willful act that caused him to be placed under the bond in Missouri which, brought about his default of his bond here, and (2) his act in leaving this district after giving bond here and thus placing himself within reach of his surety in Missouri was a willful act."

"Both counts are factually correct. That those facts or either of them show that his default here was willful under the law I am not convinced. It is undoubtedly the general rule that if the principal in a bail bond given in a federal District Court, after enlargement on bail, is subsequently detained by state authorities on a criminal charge and is thus caused to default his federal bond, such default is willful. Though such default was caused by the exercise of the legal authority of the state such cause is said not to be an 'act of the law' within the meaning of the language of *Taylor vs. Taintor*, *supra*, that, 'It is the settled law of this

class of cases that the bail will be exonerated where the performance of the condition is rendered impossible by the act of God, the act of the obligee, or the act of the law.' ” In this case the default, your Honor, was by the act of the obligee and the act of law as it was the Army, an instrumentality of the United States, exercised its power, its authority to take Robinson out of the territory of Alaska.

I have talked quite a bit about this, your Honor. Also, the case of Taylor vs. Taintor which seems to be a leading case. It is an old case, but it was a Supreme Court case and should be quite persuasive in this case.

So we have now, your Honor, as exhibits in this case, our motion for the remission and for a rehearing, and we have an affidavit in support of a motion by myself in which I stated, I set out the various matters and how I had written to Mr. Robinson's home at both West Virginia and Niagara Falls, which he gave as his address, and I got a letter back from him stating that the circumstances of his being taken out of the Territory, that he had tried to get in touch with the court here, he had tried to get in touch with me, but the Army officers were not cooperative, although prior to that time they had always been very cooperative, and they took him out and turned him loose without any money. He borrowed thirty dollars and finally got home, back to Niagara Falls. His mother sent it to him, and he was broke when he got my letter and he made no effort to evade the officers. He said, I

am here; I have no money; I have no job; I cannot get back. I then contacted Mr. Stanton. I told him. Mr. Stanton immediately went to the office of both the Alaska Airlines and to the Pan-American Airlines, found out that he could get him back here, two hundred fifty-eight dollars by first class, two hundred twenty some dollars by air coach to Seattle and on up here, and was in the process of getting the tickets, your Honor, when the notice came out in the paper that Robinson had been picked up and was being returned to Fairbanks. He had done everything he possibly could, your Honor, so the letter from the principal, from Mr. Robinson shows he was not attempting to evade the penalty of it, and we have, your Honor, the copy of certificate from Edwin H. White, Captain of the Judge Advocate General's Department as to what steps was taken with Robinson at the base, and how they took him out on the 2nd day of March, 1954, without any notice to this court that he was being taken out, and in spite of the fact on February the 4th they received a letter from Mr. Hall stating what the status of the case and said that Mr. Robinson had been released on a five thousand dollar supersedeas bond and will be out on bond until the appeal is heard in San Francisco, California, but in spite of the fact, your Honor, the instrumentality of the government, the Army, took Robinson outside. Now, the affidavit of Willie Stanton and Mildred Stanton. Mrs. Stanton came up and tried to surrender this man after he was picked up and put in the Stockade at Eielson. The Marshal said no, he

is in custody out there, so they forgot about it. In a case like that—they are colored people. They are not familiar with this procedure. The Deputy Marshal says he has been picked up by the Army. You have got nothing to worry about. The bond is exonerated. They naturally thought it was until I got ahold of him and told him that Robinson had to be here, so in fact Mr. Stanton was willing to send the money to have the airplane company in Niagara Falls notify him that there was a ticket there and he could come back under his own power, so he certainly was not a fugitive from justice. He wasn't trying to evade the penalty, so his presence in the United States and not in this court at the time when he was in a position that he couldn't even be notified. There was no particular time for him to appear here and the Supreme Court, or the case that I cited a few moments ago says there must be a particular time, that he is to come back. That is in the case of Joelson vs. the United States in Volume 287 of the Federal Reporter, and if there is not a particular time and place mentioned that if he appears subsequently the bond will be exonerated.

Now, as Mr. Stanton says, he is not a man of affluence. He has got some property here he is paying down, got one basement, it is a concrete basement that he by his own labor has tried to build it up, trying to accomplish something. You might say he is a fairly high-class colored boy and he wanted to help Robinson. Robinson was a comparative stranger and he didn't like to see him in jail,

and as a matter of friendship to a person of the same race he went on Robinson's bond so, your Honor, under the circumstances Robinson was not trying to make any willful default of being here. Stanton tried everything he could to get him back. Robinson came back and we advised him where Robinson was. His letter, which is attached in there, your Honor, shows that he was not trying to evade coming back to the Territory, and he just says that they took him out and he got a wire that I sent to him. He says, "I don't have any money to come back to Alaska the Army didn't pay me any money at all I try to get them to let me come and see you before I left but they would not. and Mr. Jones told me that they would take care of everything. I been trying to get a job so I would pay you but I haven't found one yet so if they did not fix it and they still want me I will be here when they come after me because when I left Alaska I didn't leave on my own. Don't get me wrong Mr. Taylor if I had the money I would be to glad to come back but now I don't have anything and no money either Mr. Taylor I'm going to pay you as soon as I get able or as soon as I get a job but when I left Alaska I thought I were a free man. I knew that I owe you but the way they told me that the rest of that stuff were over with so I be here if they want me." That, your Honor, is all indicative of innocence on the part of Mr. Robinson of willful default in surrendering himself.

Mr. Stevens: Your Honor, I call your Honor's attention to the fact that the letter Mr. Taylor just

read from his client, Mr. Robinson, was written on June 10. My records show that on May 12 we notified the bondsmen to produce Dwight Robinson on May 17th. We extended that to May 28th. Finally we gave them another notice to produce Dwight Robinson on June 4th, and on all those occasions it was an order of this court that he appear for sentencing.

Mr. Robinson went outside to be discharged right around the first of March. He did not even contact his attorney until after June, until after Mr. Taylor had notified him by wire that he had better get here. We believe that there is no doubt that his default is willful. He was discharged in Seattle. It would have been just as easy for him to make his way to Alaska and back here as it would have been to go to West Virginia or New York. He had, he was free. He was not under any compulsion and that was in March and it was not until June the 4th, until we finally absolutely said this is the last extension, please have Mr. Robinson here, and it was not until after that last extension was up that Willie Stanton started getting worried, because on each occasion as the affidavits of the Marshal show he told the Marshal to see his attorney, Mr. Taylor, and that is all there was to it.

I have given my affidavit. I talked to the Marshals, tried to get them to get Willie Stanton to come up and see me. No, he wouldn't come up. When Mr. Stanton made these bonds, and your Honor, I would call your Honor's attention to the fact that Willie Stanton is no pauper. On the 17th

day of November, 1953, he signed a bond in the amount of five thousand dollars for Douglas G. English; on the 30th day of January, 1954 he signed a bond for a thousand dollars for D. Tracy Frederick; on the 24th day of December, 1953, he signed a bond for two hundred fifty dollars for Harry Pitka; on the 18th day of December, 1953, he signed a bond for two hundred fifty dollars for Charles Singleton; on the 28th day of December 1953, he signed a bond for four thousand dollars for Robert W. Snodgrass; on the 23rd day of November he signed a bond for two hundred dollars for Anzoil Simon; on the 30th day of January he signed a bond for a thousand dollars for Willie Mae Walters; on the 20th day of April he signed a bond for five hundred dollars for Harding Perry; on the 20th day of April, 1954, he signed another bond in the amount of five hundred dollars for Willie Mae Walters; and on that same date another for three hundred dollars for Anzoil Simon; and on the 5th day of May he signed a bond for five hundred dollars for Patricia Surber. He was on a bond in this court in case No. 1821 in the amount of four thousand dollars for Robert Snodgrass. He signed another bond for Tracy Frederick for two thousand dollars on February 24, 1954, and he was on this bond for five thousand dollars. On each occasion, your Honor, when he signed a bond of over a thousand dollars I personally talked to him, and I personally asked him, please, did he know what he was doing. I had him get Mr. Littlefield make an appraisal of his property. He did so.

Mr. Littlefield appraised his property above twenty thousand dollars. There was nothing we could do to make this boy see the responsibility he was taking. He knew what he was taking. He knew the responsibility. His principal went outside in March and had Dwight Robinson remained in custody of the Army up until June 4th when he was ordered to be here then Mr. Taylor's cases would be in point. As it is, he was free in March. He was free in March, April, May and June. He didn't appear here until July, and, your Honor, he didn't appear here voluntarily. He appeared here only after the FBI all over the country was alerted to look for this man.

He was picked up on a bench warrant issued by this court and he was transported here under guard, and I believe that this is a more serious case than a man who has merely had a Complaint or an Indictment brought against him. This man was convicted of bank robbery, had a three and a half-year sentence ahead of him, and he did not appear.

Now, it was not impossible for him to be here. It was not impossible for him to contact either his bondsmen, his attorney, my office or the court through the Clerk or the Marshal, let anyone know where he was. He did not do so.

We gave him an extension from May 12th to June the 4th, almost a month, your Honor, and we did not finally bring him in here until the 26th day of July of this year.

Now I call your Honor's attention to the case of *United States vs. Davis*, also an Illinois case, 202

Federal 2nd, at Page 621. In that case the defendant was indicted on a White Slave case, was put out on bond of ten thousand dollars. He failed to appear for trial and a Warrant was put out for his arrest. He was picked up a week later by the FBI and the court forfeited the full ten thousand, although the man had not in fact been proven guilty even, and the court of appeals said it was within the discretion of the court to remit any part or to refuse to remit any part, and the court refused in its discretion to remit any part of the ten thousand dollar bond, and the case was upheld on appeal and we believe that that is what Rule 46f says. This court in its discretion can remit the whole or any part of this bond and the court failed to accept Mr. Taylor's arguments the last time. He made a motion for a reconsideration and if your Honor will look at the grounds he raised in his motion for reconsideration I believe Mr. Taylor was asking for time to bring in the witnesses that he so strenuously objected that he had.

For that reason we were prepared to meet the contentions that Mr. Taylor might raise by these witnesses. He has produced no more facts, no more affidavits, no witnesses. The same case he submitted to your Honor last Tuesday, I believe it was. The situation is still the same. Mr. Robinson was voluntarily absent from this court when you made an order he appear. You made that order three times, your Honor. On two occasions you granted leniency. I believe the government has incurred a great deal of expense in holding court, in alerting the

FBI, in sending a guard to West Virginia, and even on these arguments themselves. They cost the government money, and I believe that Mr. Robinson caused the United States at least in the damages of five thousand dollars, that is what Mr. Stanton agreed to pay in the event his principal would not appear. He would pay his five thousand dollars, and we ask that your Honor still continue your order that the forfeiture and the judgment on the forfeiture be enforced.

Mr. Taylor: If the court please, I would just like to say a few words. Evidently Mr. Stevens attributes to this boy—that is all he is, twenty-one years old,—boy the intelligence of a District Attorney that he knows the law in these cases. Here he is, turns him loose at Tacoma, Washington. He wasn't discharged at Camp Lewis, Washington. He was turned loose with ten dollars. He finally borrows some money, gets word to his mother. He might have been around Washington for some time and he finally gets thirty dollars and as far as he could make it was Niagara Falls. When he got there he got my wire. Where he had been in the meantime, we don't know. That is when we wrote the letter. He tried to get in touch with this court and with me.

Now, Mr. Robinson was not convicted of robbery, your Honor. He found some money in a tent and the jury convicted him of larceny.

Now, the fact that Mr. Stanton has been on a few bonds here for modest amounts is no evidence of wealth. He is not rolling in wealth, your Honor,

and the fact that he is on bonds is no indication of it. According to Mr. Stevens it is. Now, the question is, there is no dispute but what Robinson was taken away from the jurisdiction of this court by the United States and prevented from coming back. How would he come back up here? He had to fly, or take a steamship. How is he going to get back here on ten dollars? That is an assinine statement for anybody to make.

We feel, your Honor, in view of the fact that they did take him out and he was willing to come back. He said Robinson was sent out to be discharged. He was taken out by force, your Honor, and we feel he is back, justice has been done, the man has been sentenced, the bondsmen should be exonerated.

The Court: The motion will be denied.

Mr. Taylor: If the court please, I would like to move at this time, serve a motion upon Mr. Stevens for a stay of execution, your Honor, while I perfect the appeal in this case.

The Court: I couldn't quite gather what you said, Mr. Taylor.

Mr. Taylor: I said I would like to serve on Mr. Stevens a motion for a stay of execution in this case, and I will file a notice of appeal. I feel, your Honor, that this is a case that would necessarily have to be appealed.

The Court: It has already been appealed and heard.

Mr. Taylor: No, the appeal from the order denying our motion for remission, your Honor.

Mr. Stevens: Your Honor, the appeal from such

a provision, I believe the judgment in a case like this is the same as if we received a civil judgment and Mr. Taylor asks us to stay a judgment for five thousand dollars. His clients at this time have property from which we could satisfy this judgment and I would like to have some assurance for the United States that at the time the appeal is determined his clients would still have that property. Upon receipt of such assurance in some sort of a written statement from his clients we would be willing to grant the stay of execution, and I am sure the court would likewise.

Mr. Taylor: We would be willing to have him put under a court order to restrain him from selling any property.

The Court: Where is he now?

Mr. Taylor: He is here in town, he and his wife and little baby.

The Court: Oh, I see. That is the bondsmen you are speaking of.

Mr. Taylor: Yes, your Honor.

The Court: I thought you were speaking of the defendant.

Mr. Taylor: No, I believe he is in jail.

Mr. Stevens: Well, would your Honor enter such an order?

The Court: I won't do it at this time. I don't know just what you are talking about. Serve anything on me that you have tomorrow or whenever you want to.

[Endorsed]: Filed August 11, 1954.

[Title of District Court and Cause.]

ORDER

The Government was represented by Theodore F. Stevens, United States Attorney; the bondsmen by Warren A. Taylor.

Respective counsel had argument on the bondsmen's Motion for a Reconsideration of the Motion for the Remission of the Bond in this cause.

It was Ordered that the Motion be denied.

Entered in Court Journal August 6, 1954.

[Title of District Court and Cause.]

MOTION FOR STAY OF EXECUTION

Comes Now Willie Stanton and Mildred C. Stanton, husband and wife, and move this Court for an Order staying execution of Order forfeiting bond entered in the above entitled cause until the determination of the Motion for rehearing and reargument for remission of penalty, or the determination of the bondsmen's appeal if such appeal be taken from the Court's Order.

This Motion is based upon the records and files of this cause.

TAYLOR & MILLER,
/s/ By WARREN A. TAYLOR,
Attorneys for Defendant

Acknowledgment of Service attached.

[Endorsed]: Filed August 6, 1954.

[Title of District Court and Cause.]

NOTICE OF APPEAL

The names and address of appellants are Willie Stanton and Mildred C. Stanton, Fairbanks, Alaska.

The name and address of appellants' attorney is Warren A. Taylor, 524½ Third Avenue, Fairbanks, Alaska.

A decision was rendered in the above entitled court on the 6th day of August, 1954, for forfeiture of bond for failure of the principal to appear. Motion was made for the remission of the bond which motion was denied by the District Judge, and that thereupon the bondsmen moved for rehearing and reconsideration of the said Motion, and upon said rehearing and reconsideration the District Court again denied the Motion.

That the Court Order overruling appellants' motion is a final order and appealable under the Federal Rules of Criminal Procedure.

Willie Stanton and Mildred C. Stanton, the above named appellants, hereby appeal to the United States Court of Appeals for the Ninth Circuit from the Order overruling the Motion for Remission of Bond.

/s/ WARREN A. TAYLOR,
Attorney for Appellants

Acknowledgment of Service attached.

[Endorsed]: Filed August 12, 1954.

[Title of District Court and Cause.]

CERTIFICATE OF CLERK

I, John B. Hall, Clerk of the above-entitled Court, do hereby certify that the following list comprises all of the proceedings in this cause requested by the defendant and appellant in his Designation of Record; also the same in the Designation of Record of the plaintiff and appellee, viz.:

1. Order of Default Judgment against Bondsmen and argument on defendant's Motion for Remission of Bond Judgment.

2. Amended Judgment and Commitment.

3. Judgment for Bondsmen, Willie and Mildred C. Stanton, to pay \$5,000.00 to the Clerk of Court.

4. Motion for Remission of Forfeiture of Bond and Affidavit in support thereof.

5. Transcript of Hearing on Motion for Remission of Forfeiture of Bond.

6. Order denying Motion for Remission of Forfeiture of Bond.

7. Motion for Re-argument and Reconsideration of Motion for Remission of Bond.

8. Order denying above Motion.

9. Motion for Stay of Execution.

11. Notice of Appeal in re Remission of Bond.

12. Designation of Record (defendant's and appellant's).

13. Order of Court directing bondsmen to produce defendant for sentencing.

14. Order of Court resetting time for sentencing.

15. Transcript of Proceedings of June 4, 1954.
16. Order of Court forfeiting Bond and directing the Issuance of a Bench Warrant.
17. Warrant of Removal (No. 281) and Bench Warrant.
18. Motion for Judgment with Affidavit of Service.
19. Notice of Motion.
20. Transcript of Proceedings sentencing the defendant, ordering a Default Judgment against the Bondsmen, and resetting Hearing on Motion for the Remission of Judgment on the Bond.
21. Affidavits of Theodore F. Stevens, George M. Yeager, Theodore F. McRoberts and Albert F. Dorsh.
22. Transcript of Proceedings on Bondsmen's Motion for Reconsideration of the Motion for Reconsideration of the Remission of the Bond, already listed on pages 18 to 37 above.
23. Designation of Record of Plaintiff and Appellee.

Witness my hand and the seal of the above-entitled Court this 16th day of September, 1954.

[Seal] /s/ JOHN B. HALL, Clerk of Court

[Endorsed]: No. 14519. United States Court of Appeals for the Ninth Circuit. Willie Stanton and Mildred C. Stanton, Appellants, vs. United States of America, Appellee. Transcript of Record. Appeal from the District Court for the District of Alaska, Fourth Division.

Filed: September 20, 1954.

/s/ PAUL P. O'BRIEN,
Clerk of the United States Court of Appeals for
the Ninth Circuit.

In the United States Court of Appeals
for the Ninth Circuit

No. 14519

DWIGHT ROBINSON, Appellant,

vs.

UNITED STATES OF AMERICA,
Appellee.

STATEMENT OF POINTS

The appellant herein states that the points upon which he intends to rely on this appeal are as follows:

1. That the Court erred in overruling the bondsmen's Motion for remission of the bond.
2. That the Order of the Court was contrary to the law.

3. That the Order of the Court was contrary to the evidence.

TAYLOR & MILLER,
/s/ By EUGENE V. MILLER,
Attorneys for Appellant

Acknowledgment of Service attached.

[Endorsed]: Filed September 1, 1954. Paul P. O'Brien, Clerk.

